

JOINT DECISION POINT LIST
CAVALIER v. VERIZON
CC DOCKET NO. 02-359

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	<p>Dark Fiber Loop or Dark Fiber IOF, and Cavalier may not access a Dark Fiber Loop or a Dark Fiber IOF at any other point, including, but not limited to, a splice point. Cavalier may obtain access to Dark Fiber Loops and Dark Fiber IOF only in the following ways</p> <p>11.2.15.4 - A Dark Fiber Inquiry Form must be submitted prior to submitting an ASR. Upon receipt of Cavalier's completed Dark Fiber Inquiry Form, Verizon will initiate a review of its cable records to determine whether Dark Fiber Loop(s) or Dark Fiber IOF may be available between the locations and in the quantities specified. Verizon will respond within fifteen (15) Business Days from receipt of the Cavalier's Dark Fiber Inquiry Form, indicating whether Dark Fiber Loop(s) or Dark Fiber IOF may be available (if so available, an "Acknowledgement") based on the records search except that for ten (10) or more requests per LATA or large, complex projects, Verizon reserves the right to negotiate a different interval. The Dark Fiber Inquiry is a record search and does not guarantee the availability of Dark Fiber Loop(s) or Dark Fiber IOF. Where a direct Dark Fiber IOF route is not available, Verizon</p>		<p>locations and in the quantities specified. Verizon will respond within fifteen (15) Business Days from receipt of the Cavalier's Dark Fiber Inquiry Form, indicating whether Dark Fiber Loop(s) or Dark Fiber IOF may be available (if so available, an "Acknowledgement") based on the records search except that for ten (10) or more requests per LATA or large, complex projects, Verizon reserves the right to negotiate a different interval. The Dark Fiber Inquiry is a record search and does not guarantee the availability of Dark Fiber Loop(s) or Dark Fiber IOF. Where a direct Dark Fiber IOF route is not available, Verizon will provide, where available, Dark Fiber IOF via a reasonable indirect route that passes through intermediate Verizon Central Offices at the rates set forth in Exhibit A. Any limitations on the number of intermediate Verizon Central Offices will be discussed with Cavalier. If access to Dark Fiber IOF is not available, Verizon will notify Cavalier, within fifteen (15) Business Days, that no spare Dark Fiber IOF is available over the direct route nor any reasonable alternate indirect route, except that for voluminous</p>	

**JOINT DECISION POINT LIST
CAVALIER v. VERIZON
CC DOCKET NO. 02-359**

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	<p>will provide, where available, Dark Fiber IOF via a reasonable indirect route that passes through intermediate Verizon Central Offices at the rates set forth in Exhibit A. Any limitations on the number of intermediate Verizon Central Offices will be discussed with Cavalier. If access to Dark Fiber IOF is not available, Verizon will notify Cavalier, within fifteen (15) Business Days, that no spare Dark Fiber IOF is available over the direct route nor any reasonable alternate indirect route, except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval. Where no available route was found during the record review, Verizon will identify the first blocked segment on each alternate indirect route and which segment(s) in the alternate indirect route are available prior to encountering a blockage on that route, at the rates set forth in Exhibit A. In responding to Dark Fiber Inquiries from Cavalier, Verizon will identify whether fiber is (i) installed and available, (ii) installed but not available, or (iii) not installed. Where fiber is not available, Verizon shall describe in reasonable detail the reason why fiber is not available, including, but not limited</p>		<p>requests or large, complex projects, Verizon reserves the right to negotiate a different interval. Where no available route was found during the record review, Verizon will identify the first blocked segment on each alternate indirect route and which segment(s) in the alternate indirect route are available prior to encountering a blockage on that route, at the rates set forth in Exhibit A.</p> <p>11.2.15.4.1 - Cavalier shall indicate on the Dark Fiber Inquiry Form whether the available Dark Fiber should be reserved, at the rates set forth in Exhibit A, pending receipt of an order for the Dark Fiber.</p> <p>11.2.15.5 - Upon request, and subject to time and material charges to be quoted by Verizon, Verizon shall provide to Cavalier the following information:</p> <p>i) A fiber layout map that shows the streets within a wire center where there are existing Verizon fiber cable sheaths. Verizon shall provide such maps to Cavalier subject to the confidentiality provisions of this Agreement and the agreement of</p>	

JOINT DECISION POINT LIST
CAVALIER v. VERIZON
CC DOCKET NO. 02-359

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	<p>to, specifying whether fiber is present but needs to be spliced, whether no fiber at all is present between the two points specified by Cavalier, whether further work other than splicing needs to be performed, and the nature of any such further work other than splicing. If Verizon responds that fiber is installed, whether or not it is available, then Verizon shall also provide information specifying the locations of all pedestals, vaults, other intermediate points of connection, and also specifying which portions have available fiber and which portions do not. Use of information provided by Verizon pursuant to this provision shall be limited to Cavalier's engineering and operations personnel. Cavalier's marketing personnel shall not be permitted access to, or use of, this information. This provision is intended to reduce uncertainty about whether or not dark fiber is "terminated" or not.</p> <p>11.2.15.4.1 - Cavalier shall indicate on the Dark Fiber Inquiry Form whether the available Dark Fiber should be reserved, at the rates set forth in Exhibit A, pending receipt of an order for the Dark Fiber. If Cavalier submits a Dark Fiber Inquiry to Verizon concerning the</p>		<p>Cavalier, in writing, to use them for preliminary design purposes only. Cavalier acknowledges that fiber layout maps do not show whether or not spare fiber facilities are available. Verizon shall provide fiber layout maps to Cavalier subject to a negotiated interval.</p> <p>(11) A field survey that shows the availability of dark fiber pairs between two or more Verizon central offices, a Verizon central office and a Cavalier central office or a Verizon end office and the premises of a Customer, shows whether or not such pairs are defective, shows whether or not such pairs have been used by Verizon for emergency restoration activity and tests the transmission characteristics of Verizon dark fiber pairs. If a field survey shows that a Dark Fiber Loop or Dark Fiber IOF is available, Cavalier may reserve the Dark Fiber Loop or Dark Fiber IOF, as applicable, for ten (10) Business Days from receipt of Verizon's field survey results. If Cavalier submits an order for access to such Dark Fiber Loop or Dark Fiber IOF after passage of the foregoing ten (10) Business Day</p>	

**JOINT DECISION POINT LIST
CAVALIER v. VERIZON
CC DOCKET NO. 02-359**

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	<p>availability of one or more pairs of dark fiber on a route where fiber exists, but pairs of dark fiber are not presently available, then upon written request by Cavalier, Verizon shall place Cavalier's inquiry in queue for a period of two (2) years and will provide Cavalier with written notice within thirty (30) days if any pairs of dark fiber become available along that route. Upon written request by Cavalier, Verizon shall extend the time for holding a request in queue by an additional two (2) years.</p> <p>11.2.15.5 - Upon request, and subject to time and material charges to be quoted by Verizon, Verizon shall provide to Cavalier the following information: (i) Within 10 (ten) business days after written request by Cavalier, for each specified local access and transport area (LATA) in which Verizon and Cavalier are both certified to provide service, Verizon shall provide Cavalier with a map that (1) shows the location of each Verizon central office (including tandems, end offices, and remotes), (ii) indicates in a straight-line, dot-to-dot format, all existing routes for dark fiber connecting any central office with any other central office.</p>		<p>reservation period, Verizon does not guarantee or warrant the Dark Fiber Loop or Dark Fiber IOF will be available when Verizon receives such order, and Cavalier assumes all risk that the Dark Fiber Loop or Dark Fiber IOF will not be available. Verizon shall perform a field survey subject to a negotiated interval. If Cavalier submits an order for a dark fiber pair without first obtaining the results of a field survey of such pair, Cavalier assumes all risk that the pair will not be compatible with Cavalier's equipment, including, but not limited to, order cancellation charges.</p>	

JOINT DECISION POINT LIST
CAVALIER v. VERIZON
CC DOCKET NO. 02-359

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	<p>with an emphasis on connectivity as opposed to the strict geographic accuracy or specificity of the exact fiber route, and (iii) indicates where Verizon plans to build fiber in the next three (3) years. Use of information provided by Verizon pursuant to this provision shall be limited to Cavalier's engineering and operations personnel. Cavalier's marketing personnel shall not be permitted access to, or use of, this information. This provision is intended to reflect more closely the practices of fiber vendors who provide this type of information without charge and immediately upon demand. (ii) A joint field survey, upon Cavalier's written agreement to pay the costs of a joint field survey, Verizon shall then within ten (10) business days perform a joint field survey, and Cavalier shall pay the estimated cost of Verizon's time and materials plus any additional costs incurred by Verizon that were not reasonably foreseeable at the time that Verizon provided its estimate of the survey's cost. The joint field survey shall show the availability of dark fiber pairs between two or more Verizon central offices, a Verizon central office and another central office or a Verizon end office and the premises of a Customer, shows whether or</p>			

JOINT DECISION POINT LIST
CAVALIER v. VERIZON
CC DOCKET NO. 02-359

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	<p>not such pairs are defective, shows whether or not such pairs have been used by Verizon for emergency restoration activity and tests the transmission characteristics of Verizon dark fiber pairs Prior to performing such a field survey, upon Cavalier's written request, Verizon shall within five (5) business days provide Cavalier with a binding estimate of the cost of Verizon's time and materials to perform the joint field survey with Cavalier If a field survey shows that a Dark Fiber Loop or Dark Fiber IOF is available, Cavalier may reserve the Dark Fiber Loop or Dark Fiber IOF, as applicable, for ten (10) Business Days from receipt of Verizon's field survey results If Cavalier submits an order for access to such Dark Fiber Loop or Dark Fiber IOF after passage of the foregoing ten (10) Business Day reservation period, Verizon does not guarantee or warrant the Dark Fiber Loop or Dark Fiber IOF will be available when Verizon receives such order, and Cavalier assumes all risk that the Dark Fiber Loop or Dark Fiber IOF will not be available Verizon shall perform a field survey subject to a negotiated interval If Cavalier submits an order for a dark fiber pair without first obtaining the results of a field</p>			

JOINT DECISION POINT LIST
CAVALIER v. VERIZON
CC DOCKET NO. 02-359

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	<p>survey of such pair, Cavalier assumes all risk that the pair will not be compatible with Cavalier's equipment, including, but not limited to, order cancellation charges</p> <p>The parties also agree to negotiate in good faith to devise a viable, alternative means of resolving any disputes about the availability of dark fiber, if the maps or field survey process described above leave either party with doubt or uncertainty about the availability of dark fiber</p> <p>11.2.15.16 - In order to preserve the efficiency of its network, Verizon may, upon a showing of need to the Commission, limit Cavalier to leasing a maximum of twenty-five percent (25%) of the fiber Loops or fiber IOF in any given segment of Verizon's network during any two-year period. In addition, except as otherwise required by Applicable Law, Verizon may take any of the following actions, notwithstanding anything to the contrary in this Agreement</p> <p>11.2.15.16.1 - Revoke Dark Fiber Loops or Dark Fiber IOF leased to Cavalier upon (a) issuance of an effective order containing a finding</p>			

**JOINT DECISION POINT LIST
CAVALIER v. VERIZON
CC DOCKET NO. 02-359**

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	of need by the Commission and (b) twelve (12) months' advance written notice to Cavalier			
Issue C11: Should the agreement require improved project coordination for special access migrations to UNEs, particularly when an asset or ownership acquisition is involved? (§ 14.6)	<p>14.6 Project Coordination for Conversion of Special Access Circuits to Unbundled Network Elements</p> <p>14.6.1 (a) Upon request, Verizon shall convert a wholesale service, or group of wholesale services, to the equivalent unbundled network element, or combination of unbundled network elements, that is available to Cavalier under section 251(c)(3) of the Act and any regulations promulgated under Part 51, Title 47 of the Code of Federal Regulations</p> <p>(b) Verizon shall perform any conversion from a wholesale service or group of wholesale services to an unbundled network element or combination of unbundled network elements without adversely affecting the service quality perceived by Cavalier's end-user customer</p> <p>(c) Except as agreed to by the parties, Verizon shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with</p>	Cavalier believes that mass-migration procedures are needed to improve the transition of customers from a failing or exiting service provider to Cavalier, based on Cavalier's experience with the departures of PICUS, Net2000, and Stickdog from the Virginia marketplace	14.6 – No proposed language	<p>Cavalier's proposal, as originally stated, has nothing specifically to do with the issue of special-access-to-UNE migrations. Cavalier's expansive proposal for mass-migration procedures for local exchange services is not appropriate in this arbitration, it should instead be considered, if at all, in the on-going collaborative process established by the Virginia SCC</p> <p>Verizon received new contract language from Cavalier on September 15, 2003, the day before the JDPL was to be filed. Verizon is still considering Cavalier's most recent proposal.</p>

JOINT DECISION POINT LIST
CAVALIER v. VERIZON
CC DOCKET NO. 02-359

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	<p>establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and an unbundled network element or combination of unbundled network elements</p> <p>14.6.2 - The parties agree to perform any conversions should be performed in an expeditious manner in order to minimize the risk of incorrect payments. With respect to converting any particular set of special access circuits to unbundled network elements, the parties agree to negotiate in good faith the necessary timeframes to perform such conversions. If the parties are unable to reach agreement on the necessary timeframes, then either party may submit the issue for resolution, through any available abbreviated or expedited procedures, before any regulatory body or court of competent jurisdiction. Neither party shall oppose the application of an abbreviated or expedited procedure, but neither party waives any objection or defense to the jurisdiction of the regulatory body or court in which the other party seeks resolution.</p> <p>14.6.3 - To ensure correct payment</p>			

**JOINT DECISION POINT LIST
CAVALIER v. VERIZON
CC DOCKET NO. 02-359**

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	after any conversion request, all pricing changes by Verizon will begin in the billing cycle immediately following the conversion request by Cavalier			
Issue C12: Should the agreement address electronic loop provisioning and include a process to address the hot-cut process? (§§ 11.15, 11.17)	<p>11.15 - The Parties agree to seek methods to improve the current "hot cut" process for transferring a Customer's dial tone from Verizon to Cavalier, including but not limited to the assessment, development, and implementation of an electronic loop provisioning (ELP) process as early as may be technically, operationally, and commercially feasible. The goal of the ELP effort is to change from a process that is hardwired to one that is software-defined.</p> <p>11.16 - Joint Implementation Team 11.16.1 - The parties agree that implementation of the arrangements and services described in this Agreement require technical and operational coordination between the parties. The parties shall therefore form a team (the "Joint Implementation Team") to identify and develop the processes, guidelines, specifications, and standards that are necessary to</p>	Cavalier believes that the parties should improve the "hot-cut" process where possible, through electronic loop provisioning and through a joint implementation team that addresses particular issues as they arise or become concerns	<p>11.15 - No proposed language.</p> <p>11.16 - No proposed language.</p>	<p>Cavalier's proposed Joint Implementation Team would overhaul Verizon's provisioning processes for all services, not just hot cuts. Cavalier has offered no rationale for its sweeping proposal. There is, in any event, no hot cut problem in Virginia. The Commission has already found that Verizon's hot cut performance meets Verizon's obligation under the Act. During the first six months of this year, Verizon's on-time hot cut performance in Virginia has continued to meet or exceed the benchmark set by the Virginia SCC.</p> <p>The Commission has found electronic loop provisioning to be impractical and extremely expensive, and has not ordered it</p>

JOINT DECISION POINT LIST
CAVALIER v. VERIZON
CC DOCKET NO. 02-359

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	<p>implement the arrangements and services described in this Agreement Within thirty (30) days after execution of this Agreement, each party shall designate, in writing, no more than two (2) persons to be regular members of the Joint Implementation Team, provided, however, that either party may also include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter, or subject Each party may replace any or all of its Joint Implementation Team members at any time by delivering written notice thereof to the other party Each member of the Joint Implementation Team shall have the authority to bind the party that member represents in matters relating to this Agreement</p> <p>11.16.2 - Matters to be considered by the Joint Implementation Team shall be presented to the Joint Implementation Team in writing by a regular member of the Joint Implementation Team As needed, and subject at all times to the terms of this Agreement, the Joint Implementation Team shall address the following matters</p> <p>(a) the respective duties and responsibilities of the parties</p>			

JOINT DECISION POINT LIST
CAVALIER v. VERIZON
CC DOCKET NO. 02-359

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	<p>with respect to the administration and maintenance of interconnection (including signaling), including standards and procedures for notification of trunk disconnects,</p> <p>(b) disaster recovery and escalation provisions,</p> <p>(c) access to operations support systems functions provided under this Agreement, including gateways and interfaces,</p> <p>(d) escalation procedures for ordering, provisioning, billing, and maintenance,</p> <p>(e) single points of contact for ordering, provisioning, billing, and maintenance,</p> <p>(f) service ordering and provisioning procedures, including provision of the trunks and facilities,</p> <p>(g) provisioning and maintenance support,</p> <p>(h) conditioning and provisioning of collocation space and maintenance of collocated equipment,</p> <p>(i) procedures and processes for directories, directory assistance, and directory listings,</p> <p>(j) billing processes and procedures,</p> <p>(k) network planning components including time intervals,</p>			

JOINT DECISION POINT LIST
CAVALIER v. VERIZON
CC DOCKET NO. 02-359

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	<p>(l) joint systems readiness and operational readiness plans,</p> <p>(m) appropriate testing of services, equipment, facilities and Network Elements,</p> <p>(n) monitoring inter-company operational processes,</p> <p>(o) physical and network security concerns,</p> <p>(p) 911 and E911 processes and procedures, and</p> <p>(q) such matters of technical and operational coordination as are necessary to implement this Agreement</p> <p>11.16.3 - Determinations of the Joint Implementation Team shall require the consent of each regular member of the Joint Implementation Team. The agreements so reached by the Joint Implementation Team shall be documented in writing.</p> <p>11.16.4 - The agreements reached by the Joint Implementation Team may be amended from time to time by the Joint Implementation Team as it deems appropriate.</p> <p>11.16.5 - If the regular members of the Joint Implementation Team do not agree on the way in which to address a matter before the Joint Implementation Team, or do not agree that such a matter may or</p>			

JOINT DECISION POINT LIST
CAVALIER v. VERIZON
CC DOCKET NO. 02-359

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	<p>need be addressed by the Joint Implementation Team, then each party shall describe its position on the matter in writing and shall furnish the written description to the other party, and, except in cases of emergency, not earlier than fifteen (15) days after the date for the furnishing of written positions, the matter shall be deemed in dispute, and may be submitted for resolution pursuant to the dispute resolution provisions of this Agreement and, failing informal resolution, by any forum of competent jurisdiction</p> <p>11.16.6 - Either party may designate a matter for consideration by the Joint Implementation Team as an emergency matter. The Joint Implementation Team shall use all commercially reasonable efforts to resolve any such emergency matter without delay. Either party may immediately escalate any Emergency matter to higher-level employees or representatives of the other party, and, if such escalation is unsuccessful, then to the Commission or any other forum of competent jurisdiction</p>			
<u>Issue C14</u> : Should the agreement require a	11.4 - Loops Served by Integrated Digital Loop Carrier	Cavalier believes that Verizon should unbundled access to	11.4 - No proposed language.	Verizon proposes that if Cavalier seeks access to an IDLC-served

JOINT DECISION POINT LIST
CAVALIER v. VERIZON
CC DOCKET NO. 02-359

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
limited trial to explore IDLC loop unbundling, as proposed in Cavalier's Virginia arbitration petition? (§ 11.4)	<p>11.4.1 - Cavalier and Verizon will jointly test and develop a method of unbundled access to loops or lines served through integrated digital loop carrier (IDLC), to follow generally the process that the parties used to develop a method for the parallel provisioning of dark fiber and collocation augments</p> <p>11.4.2 - For a central offices where Cavalier seeks access to a limited number of lines served by IDLC, the new trial method to be tested will be a "side-door," "hairpin," or "nail-up" connection, used to provide a direct digital connection from individual unbundled loops to Cavalier</p> <p>11.4.3 - For central offices where Cavalier seeks access to a larger number of lines served by IDLC, the new trial method to be tested will be multiple switch hosting, or grooming of the integrated loops, such that discrete groups of multiplexed loops may be assigned to transmission facilities, or the termination of loops to integrated network access systems. One or more of these methods will be used to provide a direct digital connection from individual unbundled loops to Cavalier</p>	loops served on IDLC, through a hairpin/nail-up process like that used by BellSouth and Florida Digital Networks, or through a multiple switch-hosting process like that used internally by Cavalier, with the chosen method depending on the circumstances	<p>11.7.6 - Verizon shall provide Cavalier access to its Loops at each of Verizon's Wire Centers for Loops terminating in that Wire Center. In addition, if Cavalier orders one or more Loops provisioned via Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Verizon shall, where available, move the requested Loop(s) to a spare physical Loop, if one is existing and available, at no additional charge to Cavalier. If, however, no spare physical Loop is available, Verizon shall, in accordance with, but only to the extent required by, Applicable Law, provide to Cavalier a technically feasible method of unbundled access to such a Loop at the rates set forth in Exhibit A (e.g., recurring and nonrecurring loop rates, time and materials charges, etc.). The actual transmission facilities used to provide such a Loop may, at Verizon's sole discretion, utilize any of several technologies. Notwithstanding anything to the contrary in this Agreement, standard provisioning intervals shall not apply to Loops provided under this Section 11.7.6. Verizon's performance in</p>	<p>unbundled loop for a particular customer, Verizon will provide Cavalier with a loop in accordance with Verizon's legal obligations</p> <p>Cavalier has not provided any cost studies to support its rate proposal. Moreover, the costs of unbundling IDLC are likely to be higher than the costs of unbundling a copper loop.</p>

JOINT DECISION POINT LIST
CAVALIER v. VERIZON
CC DOCKET NO. 02-359

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	<p>11.4.4 - Each party will bear its own, reasonable costs incurred in developing methods of unbundled access to lines served by IDLC. Within sixty (60) days after execution of this Agreement, the parties will meet and specify the initial sites where each method of unbundled access to loops or lines served by IDLC will be tested, and the technical parameters for such tests. Within 60 (sixty) days after that initial meeting, the parties will meet and test the unbundling method developed in the initial meeting.</p> <p>11.4.5 - If the test of a particular unbundling method is successful, then within 60 (sixty) days after the meeting to test that particular unbundling method, Verizon and Cavalier will meet to develop the procedures to implement the use of that particular unbundling process for IDLC loops or lines on a fully available, commercial basis under the same rates, terms, and conditions as an unbundled loop provisioned over copper. At this meeting, the parties shall discuss any technical, operational, or economic limitations that may apply to the unbundling of loops or lines served by IDLC. If the test of a particular</p>		<p>connection with such Loops shall not be subject to any performance measurements and remedies under this Agreement, and/or, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines, plan or the like</p>	

JOINT DECISION POINT LIST
CAVALIER v. VERIZON
CC DOCKET NO. 02-359

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	<p>unbundling method is not successful, then Verizon and Cavalier will meet within thirty (30) days after the unsuccessful conclusion of testing to assess whether any other technically feasible method should be tested</p> <p>11.4.6 - If the parties agree that such other technically feasible method should be tested, then the parties will schedule another initial meeting within another sixty (60) days thereafter, and another test date within sixty (60) days thereafter. If the later-tested method is successful, then the parties will schedule an implementation meeting within sixty (60) days after the testing meeting. Alternatively, if the later-tested method is unsuccessful, then the parties will schedule another reassessment meeting within thirty (30) days after the testing meeting.</p>			
<p>Issue C16: Should a unified engineering and make-ready process apply for pole attachments? (§ 16.0)</p>	<p>16.0 - ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)</p> <p>16.1 - To the extent required by Applicable Law and where facilities are available, each Party ("Licensor") shall provide the other Party ("Licensee") access for</p>	<p>Cavalier believes that a single engineering and make-ready contractor should replace the inefficient and costly system of undergoing multiple rounds of engineering and make-ready work on a single stretch of poles</p>	<p>16.0 - ACCESS TO RIGHTS-OF-WAY -- SECTION 251(B)(4)</p> <p>To the extent required by Applicable Law and where facilities are available, each Party ("Licensor") shall provide the</p>	<p>Cavalier proposes a complicated and expensive overhaul of a process that Cavalier hardly ever uses and to which no one else in Virginia objects. Under Cavalier's proposal, Verizon would be "primarily responsible" for trying to get all other pole attachers in</p>

**JOINT DECISION POINT LIST
CAVALIER v. VERIZON
CC DOCKET NO. 02-359**

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	<p>purposes of making attachments to the poles, ducts, rights-of-way and conduits it owns or controls, pursuant to any existing or future license agreement between the Parties. Such access shall be in conformance with 47 U.S.C. § 224 and on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable Tariffs (including generally available license agreements)</p> <p>16.2 - Within ninety (90) days after execution of this Agreement, and notwithstanding the provisions of any generally available license agreement, or any license agreement executed between Cavalier and Verizon, Verizon and Cavalier will establish a new permitting and make-ready process for attaching to utility poles owned by Verizon and other utilities (with the term "utilities" having the same meaning as under 47 U.S.C. § 224), under which a single contractor will engineer the permit and a single contractor will perform the make-ready work required under the permit. The single contractor may or may not perform both tasks.</p> <p>16.2.1 - This new permitting process may require the agreement</p>		<p>other Party ("Licensee") access for purposes of making attachments to the poles, ducts, rights-of-way and conduits it owns or controls, pursuant to any existing or future license agreement between the Parties. Such access shall be in conformance with 47 U.S.C. § 224 and on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable Tariffs (including generally available license agreements)</p>	<p>Virginia to modify their existing license agreements and allow a third party to perform make-ready work on their facilities</p> <p>Verizon proposes to continue the same pole attachment process approved by the Virginia SCC and the Commission in Verizon's section 271 application in Virginia</p> <p>Nothing in the Act requires Verizon to act as project coordinator for all pole attachers in Virginia</p> <p>If a new process were needed, it would be best developed in an industry forum</p>

**JOINT DECISION POINT LIST
CAVALIER v. VERIZON
CC DOCKET NO. 02-359**

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	<p>of other attachers to allow a single entity to perform either or both of the engineering and make-ready work on other parties' attachments to the poles. Verizon will use its best efforts to seek the concurrence of other attachers to participate in, and agree to, the new permitting process for attaching fiber-optic cable, or other facilities and equipment, to utility poles owned by Verizon and other utilities</p> <p>16.2.2 - As part of the development of this new permitting process, Verizon will diligently review its pole attachment agreements and joint use agreements with other parties and use its best efforts to exercise any rights to implement, or achieve concurrence with, the new permitting and make-ready process. Cavalier's input and assistance will be important during the ultimate implementation phase of the new make-ready process, subject to Verizon's responsibility, as pole owner, for managing and maintaining its poles, and coordinating the overall attachment process. However, in the initial stages of the process, to maximize the chances that other parties attached to the poles will not object to the concept of a single engineering or make-ready</p>			

JOINT DECISION POINT LIST
CAVALIER v. VERIZON
CC DOCKET NO. 02-359

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	<p>contractor, Verizon will be primarily responsible for meeting with, and seeking the concurrence of, other parties attached to the poles, and endeavoring to implement the new permitting and make-ready process</p> <p>16.2.3 - If the circumstances warrant, then Verizon may request indemnification from Cavalier of risks or costs incurred as a result of obtaining or requiring agreement with the new permitting and make-ready process from the other parties attached to the poles</p> <p>16.2.4 - For poles that Verizon owns and poles that other entities own, Verizon will use its best efforts to identify and contract with a single contractor to perform all engineering work and all make-ready work in both the power supply space (if any) and the communications space on the poles. However, the parties recognize that it may prove more cost-effective for separate contractors to perform the engineering work and the make-ready work, or for separate contractors to perform the make-ready work in the power supply space (if any) and the communications space on the poles</p>			

**JOINT DECISION POINT LIST
CAVALIER v. VERIZON
CC DOCKET NO. 02-359**

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	<p>16.2.5 - Both parties recognize that obtaining or requiring the agreement of other parties attached to the poles to allow the engineering of rearrangements to those parties' facilities by another entity may be more problematic than obtaining or requiring the agreement of those parties to the performance of make-ready work by another entity. However, both Cavalier and Verizon will use their respective best efforts to resolve any such issues.</p> <p>16.2.6 - As part of the new permitting and make-ready process, Verizon will use its best efforts in working with Cavalier to define the power-related and telecommunications-related aerial make-ready requirements for Cavalier's attachments to poles owned by Verizon, and to poles that are owned by other entities and hold Verizon pole attachments.</p> <p>(a) With respect to make-ready engineering work, the work performed by the single engineering contractor will include specification of the following: attachment height and side of pole (neutral side or not) of existing attachments, the changes needed in the power space to make the pole ready for Cavalier's</p>			

JOINT DECISION POINT LIST
CAVALIER v. VERIZON
CC DOCKET NO. 02-359

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	<p>attachment (using the requirements specified below), the changes need to each telecommunications attachment to make the pole ready for Cavalier's attachment (using the same requirements specified below), the attachment height and side of pole (neutral side or not) of existing attachments after make-ready work is complete, the same information for Cavalier's attachment (after make-ready work is complete), the use of extension arms, the required guys and anchors, the required bonding, the required tree trimming, a description of all existing violations of applicable safety and engineering requirements, and changes that are needed to correct existing safety or engineering requirements even if Cavalier were not to attach to the pole</p> <p>(b) With respect to make-ready construction, the work performed by the single construction contractor will include the following all power-related make-ready construction, all telecommunications-related make-ready construction, and conformance to a completion schedule for each segment of network. The single construction contractor will also provide a cost estimate, and may perform, the</p>			

**JOINT DECISION POINT LIST
CAVALIER v. VERIZON
CC DOCKET NO. 02-359**

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	<p>following any incremental underground construction required or requested, and the installation of Cavalier's strand and fiber (aerial and underground)</p> <p>16.2.7 - For the new permitting and make-ready process, the design requirements are as follows comply with all applicable National Electrical Safety Code (NESC) requirements, comply with all applicable National Electric Code (NEC) requirements, comply with all applicable BellCore "Blue Book" specifications, comply with all applicable industry safety practices and regulations, comply with all proper and applicable requirements of Cavalier's Outside Plant Handbook or outside plant guidelines (where not in conflict with other requirements), comply with all proper and applicable Verizon operational guidelines, comply with all proper and applicable operational guidelines of any other pole owner, comply with all proper and applicable operational guidelines of any other party attached to the poles (where not in conflict with other requirements), and avoid underground construction (with route changes considered by Cavalier upon request)</p>			

JOINT DECISION POINT LIST
CAVALIER v. VERIZON
CC DOCKET NO. 02-359

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	<p>16.2.8 - Verizon will use its best efforts to work with Cavalier to establish a common, required time frame to complete all permitting and make-ready work. If an approved third-party contractor (including a parent, subsidiary, or other affiliate of Verizon) is performing make-ready work, and the volume of work to be performed reasonably permits it, then the required time frame to complete all engineering and make-ready work shall be forty-five (45) days from the submission of a permit application to Verizon, unless both parties agree in writing to a lengthier time frame.</p>			
<p>Issue C17: Should a new process govern proper handling of customer contacts, as proposed by Cavalier with issues 11 and 12 in its Virginia arbitration petition? (§ 18.2)</p>	<p>18.2 - Customer Contact, Coordinated Repair Calls and Misdirected Inquiries</p> <p>18.2.1 - Each party will recognize the other party as the customer of record of all Services ordered by the other party under this Agreement. Each party shall be the single point of contact for its own Customers with regard to all services, facilities or products provided by the other party directly to that party, and other services and products which each party's Customers wish to purchase from that party or which they have purchased from that party.</p>	<p>Cavalier believes that more stringent controls, and liquidated damages, are needed to address contact with retail customers.</p>	<p>18.2 - Customer Contact, Coordinated Repair Calls and Misdirected Inquiries</p> <p>18.2.1 - Verizon will recognize Cavalier as the customer of record of all Services ordered by Cavalier under this Agreement. Cavalier shall be the single point of contact for Cavalier Customers with regard to all services, facilities or products provided by Verizon to Cavalier and other services and products which they wish to purchase from Cavalier or which they have purchased from Cavalier. Communications by</p>	<p>Verizon's proposed language appropriately makes each carrier responsible for communications to and from its own customers.</p> <p>Verizon should not be responsible for training its personnel about Cavalier's services. Cavalier's "non-discrimination" language is far too vague for inclusion in an interconnection agreement.</p> <p>Cavalier also requests language that would prevent Verizon from offering prospective customers reduced Yellow Pages advertising.</p>

JOINT DECISION POINT LIST
CAVALIER v. VERIZON
CC DOCKET NO. 02-359

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	<p>Communications by each party's Customers with regard to all services, facilities or products provided by the other party to that party and other services and products which each party's Customers wish to purchase from that party or which they have purchased from that party, shall be made to that party, and not to the other party. Each party shall instruct its Customers that such communications shall be directed to that party, and not to the other party.</p> <p>18.2.2 - Requests by each party's Customers for information about or provision of products or services which they wish to purchase from that party, requests by that party's Customers to change, terminate, or obtain information about, assistance in using, or repair or maintenance of, products or services which they have purchased from that party, and inquiries by that party's Customers concerning that party's bills, charges for that party's products or services, and, if that party's Customers receive dial tone line service from that party, annoyance calls, shall be made by the that party's Customers to that party, and not to the other party.</p> <p>18.2.3 - Cavalier and Verizon will</p>		<p>Cavalier Customers with regard to all services, facilities or products provided by Verizon to Cavalier and other services and products which they wish to purchase from Cavalier or which they have purchased from Cavalier, shall be made to Cavalier, and not to Verizon. Cavalier shall instruct Cavalier Customers that such communications shall be directed to Cavalier.</p> <p>18.2.2 - Requests by Cavalier Customers for information about or provision of products or services which they wish to purchase from Cavalier, requests by Cavalier Customers to change, terminate, or obtain information about, assistance in using, or repair or maintenance of products or services which they have purchased from Cavalier, and inquiries by Cavalier Customers concerning Cavalier's bills, charges for Cavalier's products or services, and, if the Cavalier Customers receive dial tone line service from Cavalier, annoyance calls, shall be made by the Cavalier Customers to Cavalier, and not to Verizon.</p> <p>18.2.3 - Cavalier and Verizon will</p>	<p>rates. Verizon has no such program, but even if it did, it would be entirely lawful since Yellow Pages are not a regulated offering in Virginia.</p>